



Indian Academy of Highway Engineers
A-5, Institutional Area, Sector-62, Noida (UP) – 201 301 (India)
Website: www.iahe.org.in

NOTICE INVITING TENDER

(No. IAHE/03/Green Initiatives/2018 dt. 24.08.2018)

2nd Call

GENERAL TERMS & CONDITIONS

1. GENERAL:

IAHE hereinafter referred to as the “IAHE” is desirous for supply & erection of LT feeder pillar box, a part of underground cable distribution network system at IAHE Campus on Turnkey basis.

2. The detailed scope of the work shall include:

- i. Detailed survey of the location and preparation of SLD & BOQ.
- ii. Complete manufacture details, including shop testing & supply of materials from the approved vendors (materials which are to be supplied by the bidder) on prior approval of the IAHE.
- iii. Providing Engineering drawing, data, operational manual, etc wherever applicable for approval of IAHE.
- iv. Packing and transportation from the manufacturer’s works to the site.
- v. Receipt, storage, preservation and conservation of equipment at the site.
- vi. Pre-assembly, erection testing and commissioning of all the equipment;
- vii. Reliability tests and performance and guarantee tests on completion of commissioning;
- viii. Loading, unloading and transportation as required.
- ix. Erection of the LT feeder pillar box with concrete foundation.
- x. Proper earthing the LT panel.
- xi. Disconnected the service connection from existing distribution network and reconnect with the LT distribution panel.
- xii. Testing, Commissioning of lines / installations
- xiii. Getting the feeder pillar box inspected by Electrical Inspector after completion of work and handed over to IAHE after testing & commissioning..
- xiv. *All expenditure towards inspection of materials at manufacturers site and inspection of work after completion shall be borne by the executive agency.*
- xv. Dismantling of existing electrical network and return of these dismantled items at the IAHE’s stores including transportation cost, if any.

For details of the Price Bid/Tender format & Technical Specifications specified at Annexure-1 may be referred.

3. DEFINITION OF TERMS

- i. The **Contract** means the agreement entered into between the IAHE and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.
- ii. **Contractor** shall mean the Bidder whose bid will be accepted by the IAHE for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- iii. **Sub-Contractor** shall mean the person named in the Contract for any part of the works or any person to whom any part of the Contract has been sublet by the contractor with the consent in writing of the IAHE and will include the legal representatives, successors and permitted assigns of such person.
- iv. **Engineer in Charge** shall mean the officer appointed in writing by the IAHE to act as Engineer from time to time for the purpose of the Contract.
- v. **Specifications** shall mean the specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- vi. **Site** shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the IAHE or Contractor in the performance of the Contract.
- vii. **Inspector** shall mean the Purchaser or any person nominated by the IAHE from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the IAHE.
- viii. **Notice of Award of Contract/ Letter of Award** shall mean the official notice issued by the IAHE notifying the Contractor that his bid has been accepted.
- ix. **Date of Contract** shall mean the date on which notice of Award of Contract/ Letter of Award has been issued.
- x. **Performance and Guarantee Tests**, shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- xi. The term **Final Acceptance/ Taking Over** shall mean the IAHE's written acceptance of the works performed under the Contract, after successful commissioning/ completion of Performance and Guarantee Tests, as specified in the accompanying
- xii. **Commercial Operation** shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the IAHE to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the IAHE, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- xiii. Words imparting **Person** shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

- xiv. Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

In addition to the above the following definition shall also apply

- a) **All equipment and materials** to be supplied shall also mean “**Goods**”
- b) **Constructed** shall also mean erected and installed.
- c) **Contract Performance Guarantee** shall also mean, **Contract Performance Security**.

4 VALIDITY:

The offer shall be valid for a period not less than **180 days** from the date of bid opening.

5. RECEIPT AND OPENING OF THE BID:

- 5.1 Bids in duplicate as described shall be received in the office of the IAHE and shall be opened on the scheduled date and time. The IAHE’s authorized representatives shall open bids in the presence of Bidder’s representatives on the date and time for opening of bids as specified in the NIT or in case any extension has been given thereto, on the extended bid opening date and time notified.
- 5.2 Only one representative for each bidder shall be allowed to witness the opening of bids. The representative must produce suitable authorization in this regard to be eligible to witness the bid opening on behalf of the bidder. Bidders’ representatives who are present shall sign in a register evidencing their attendance.
- 5.3 The Bidders’ names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the IAHE, at its discretion, may consider appropriate will be announced at the opening. **No electronic recording devices will be permitted during bid opening.**
- 5.4 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the IAHE’s processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

6. EVALUATION OF BIDS & AWARD OF CONTRACT:

- 6.1 To assist in the examination, evaluation and comparison of Bids, the IAHE may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 6.2 IAHE will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

- 63 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be Corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 64 Prior to the detailed evaluation, IAHE will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 65 The IAHE's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Work Schedule
 - (b) Deviations from Bidding Documents
- 66 The IAHE will award the Contract to the successful Bidder whose Bid has been determined to be the lowest - evaluated responsive Bid,, when the lowest bidders is not ready and/or capable to undertake the entire work envisaged, then the IAHE may explore the possibility of the execution of works through other bidders if they are willing to execute at L1 rate. Such exploration shall be carried out in a sequential order starting with L2 bidder then with L3 bidder and so on. If the lowest evaluated price (L1) is same for more than one responsive bidder(s), then in such event the Contract will be finalised through a transparent lottery system.
- 67 In case of omission of any item in the price bid or the price for the item has not been quoted by the firm, then zero cost shall be loaded to the bid and the contract shall be awarded with zero cost that means the firm will have to bear the cost of that item entirely as the item price shall be considered as inclusive anywhere in other items. The bidder shall have to give an undertaking to the effect that prices for any item not quoted shall be treated as free supply or to be done free of cost.

7. EARNEST MONEY DEPOSIT (EMD):

- 7.1 Bids without EMD will be rejected out rightly. EMD amount so submitted shall not carry any interest payable to the bidder.
- 7.2 The Earnest Money so deposited shall be forfeited:
- (a) If the Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract, or
 - (ii) to furnish the required Contract Performance Bank Guarantee.

7.3 The EMD of unsuccessful bidders shall be returned within 30 days from the date of finalization of the order. EMD of successful bidder shall be treated as Contract Performance Bank Guarantee.

8. IAHE's RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

Work order will be placed as per funds received from Govt. against the work .While placing orders and / or during execution of contract, IAHE reserve the right to increase or decrease the quantity of goods and services specified in the Schedule of Requirement up to **20%** of the tender quantity without any change in price or other terms and conditions.

9. INSPECTION AND TESTING:

9.1 All the materials shall be inspected by any authorized representative of the IAHE. They shall give the advance notice in writing about the place of Inspection and or testing at least seven days before the schedule date on which the materials will be ready for Inspection & Testing.

9.2 The Engineer-in-charge shall be entitled at all reasonable times during manufacture / installation to inspect examine and test the materials at the contractor's premises / erection site about workmanship of the materials to be supplied under this contract. If the said materials are being manufactured in other premises, the contractor shall provide unhindered clearance, giving full rights to the purchaser to inspect, examine and test as if the materials were being manufactured in his premises. Such inspection / examination and testing shall not relieve the contractor of his obligations to execute the contract by letter and spirit. The contractor shall give the purchaser advance notice in writing of the Date and the Place at which the materials will be ready for inspection & testing. The inspecting officer's coordinating office for the entire work shall be the IAHE's authorized representative.

10.0 COMPLETION AND COMPLETENESS OF THE EQUIPMENT:

10.1 Time being the essence of the contract; the work shall be completed within forty five (45) days including supply of all the materials, erection, Testing & Commissioning from the date of issue of LOA/ Work Order.

10.2 The work shall be treated as complete item wise when each item shall be complete in all respects with all mountings, fixtures and standard accessories which are normally supplied even though not specifically detailed in the specification. No extra payment shall be payable for such mounting, fittings, fixtures and accessories which are needed for safe operations of the equipment as required by applicable code of the country though this might not have specifically been included in the contract.

10.3 All similar components and/or parts of similar equipment supplied shall be inter-changeable with one another. All equipment supplied under this contract shall be subject to IAHE's approval.

10.4 IAHE however reserves the right to re-schedule the completion period, if required.

11. REJECTION OF MATERIALS:

In the event of the materials supplied by the contractor and/or the installation works are found to be defective in quality and the workmanship is poor or otherwise not in conformity

with the requirements of the contract Technical specification, IAHE shall reject such materials / services and ask the contractor in writing to replace / rectify the defects. The contractor on receipt of such notification shall rectify or replace the defective materials and/or re-install the work already executed, free of cost to the IAHE. If the contractor fails to do so the IAHE /Purchaser may at his option take the following actions which could be on concurrent basis.

- A) Replace or rectify such defective materials and recover the extra cost so involved plus 25% from the Contractor.
- B) Terminate the contract for balance supply and erection with enforcement of penalty as per contract.
- C) Acquire the defective materials at reduced price considered acceptable under the circumstances.
- D) Forfeit the Contract Performance Bank Guarantee.

12. DEVIATION FROM SPECIFICATION:

The bidders are requested to study the specification and the attached drawings thoroughly before tendering so that if they make any deviations, the same are prominently brought on a separate sheet under the headings "Deviations". All such deviations to the technical & commercial terms of the specification shall be indicated in a separate list as indicated above. In absence of such deviation schedule, it will be presumed that the bidder has accepted all the conditions stipulated in the tender specification, notwithstanding any deviations mentioned elsewhere in the Bid. However the acceptance of deviation is not binding on the IAHE.

13. CONTRACTOR TO INFORM HIMSELF FULLY:

The contractor shall examine the instructions, general conditions of the contract, specifications and the schedule of quantity and delivery to satisfy himself as to all the terms and conditions and circumstances affecting the contract price. He shall quote prices according to his own judgment and shall understand that no additional cost except as quoted shall only be considered.

14.0 PATENT RIGHT:

The contractor shall indemnify the IAHE against all claims, actions, suits and proceedings for the alleged infringement any patent design or copy right protected either in country of origin or in India by the use of any equipment supplied by the contractor but such indemnity shall not cover any use of the equipment other than for the purpose indicated by or reasonable to be informed from the specification.

15. GUARANTEE PERIOD:

- 15.1 The materials to be supplied by the contractor & the installation work shall be expressly guaranteed for satisfactory operation against defects in design and workmanship for a period of **six months** from the date of handing over the completed installations for commercial operation at required voltage level.

15.2 The above guarantee certificate shall be furnished in triplicate to the IAHE by the contractor for his approval. Any defects noticed during the above period shall be rectified by the Contractor free of cost to the Utility provided such defects are due to faulty design, bad workmanship or bad materials used on receipt of written notice from the IAHE. The Contractor as notified by the IAHE shall rectify any such defects within one month failing which the IAHE will set right the defects through other agency and recover the cost so incurred either from any pending Invoices or Bank Guarantee.

16. PENALTY FOR DELAY IN COMPLETION OF CONTRACT:

16.1 If the contractor fails to complete the works by the scheduled period or any extension granted thereby, the contractor shall be liable for payment of penalty amounting to **0.5% (half percent)** of the contract price per week of un-finished works subject to the maximum of **5% (five percent)** of the total contract value and subject to force majeure conditions. After receipt of LOA, the Contractor shall sign a contract agreement with the IAHE within 15 days along with the detail work plan through PERT chart/BAR chart. The penalty for liquidated damage as mentioned above will be levied if any deviation to be schedule on any item of work due to the fault of the contractor is observed.

16.2 Penalty amount can be realized from the proceeds of the Contract Performance Bank Guarantee, if the situation so warrants.

16.3 Extension of works completion period could be with / without levy of penalty with the discretion of IAHE.

17. CONTRACTOR'S DEFAULT:

17.1 If the Contractor neglects to execute the works with due diligence and expedition or refuses or neglects to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or contravenes the provisions or the contract, the IAHE may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within fifteen (15) days from the date of serving the notice, the IAHE shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the IAHE thinks fit, without prejudice to any other right, he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the IAHE shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the IAHE shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of works or of completing the works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

17.2 In addition, such action by the IAHE as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works.

17.3 Such action by the IAHE as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee.

18. TERMINATION OF CONTRACT ON IAHE'S INITIATIVE:

18.1 IAHE reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default". The IAHE shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.

18.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they related to the work terminated and terms satisfactory or the IAHE, stop all further sub-contracting or purchasing activity related to the work terminated, and assist IAHE in maintenance, protection, and disposition of the works acquired under the Contract by the Purchaser. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstance prevalent at the time of termination to be determined by the arbitrator without stopping the work but to carry out the left over work to other agency.

18.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the IAHE is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the IAHE shall be entitled to cancel the Contract as to its uncompleted part without being in any way liable to payment of any compensation to the estate of deceased Contractor and /or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the IAHE that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the IAHE shall not hold the estate of the deceased Contractor and/ or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

19. FORCE MAJEURE:

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of Force Majeure such as "acts of God, acts of the Public enemy, acts of Govt., Fires, Flood, Epidemics, Quarantine restrictions, Strikes, Freight Embargos and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the IAHE in writing of the cause of delay. The IAHE shall verify the facts and grant extension as facts justify.

20. EXTENSION OF TIME:

If the delivery of the equipments / materials is delayed due to reasons beyond the control of the Contractor, the Contractor shall immediately inform within 3 days to the IAHE in writing of his claim for an extension of time. The IAHE on receipt of such notice may agree to extend the contract period as may be reasonable but without prejudice to other terms & conditions of the contract.

21. SAFETY PRECAUTIONS:

The agency shall observe all applicable regulations regarding safety at the Site. Any compensation due on account of accident at site shall be to the contractor's account.

22. STORE:

Storing of materials from supply to erection shall be arranged by the contractor at his own cost. No compensation shall be made by the IAHE for any damage or loss of materials during storing, transit transportation and at the time of erection.

23. INSURANCE:

Contractor shall arrange adequate Transit-cum-storage-cum-erection policy and shall submit the copy of the same to the IAHE. The policy shall initially remain valid for a period of sixty days over & above of the contractual guarantee period and shall be extended as required till handing over. Contractor shall be responsible for lodging of claim with the insurer as well as for all required follow up with the insurer for settlement of claim in case of loss/damage/theft of material during transit/storage/erection till the completed works is handed over to the Purchaser and is accepted by the authorized representative of the Purchaser in writing.

Contractor shall also arrange adequate cover for his employees / labourers engaged in the works as well as arrange third party insurance cover to indemnify any possible damages to public at large not connected with the works process. Any claim(s) pertaining to this shall be the responsibility of the Contractor.

The contractor shall undertake free replacement of the materials damaged or lost during transit, which will be intimated by the Consignee within 30 days of receipt of the materials at IAHE's stores.

24. TERMS OF PAYMENT:

24.1 90% (Ninty percent) of contract price on pro-rata basis along with taxes and duties shall be paid progressively for each completed items of work certified by the Engineer In charge. No payment shall be released if the accounts for utilization of materials **unless** follow with proper certification by the concerned Engineer In charge within 30 days of submission of claim subject to certification by IAHE's Engineer-in-charge on the basis of check points involved in such items of work.

24.2 Balance 10% (ten percent) of contract price shall be paid after completion of all works, envisaged under this work including any additions and alterations, testing & commissioning, return of dismantled materials/ un-used free supply material, taking over certificate and entire stretch is fully ready for commercial operation. The payments shall be subjected to clearance from electrical inspectorate.

25. DISTINCT MARK ON EQUIPMENT AND MATERIALS:

The LT Feeder Pillar Box shall have distinct mark of "IAHE CAMPUS", either by way of punching on metal part(s) .This should be clearly visible in day light in naked eye.

26. DISPUTE RESOLUTION AND JURISDICTION:

- (a) Any disputes arising out of this contract shall be referred to the Director, IAHE who shall decide the case as sole Arbitrator.
- (b) For the purpose of dispute resolution, this agreement shall be governed by the provision of Arbitration and Conciliation (Amendment) Act, 2015.
- (c) All disputes shall be subjected to exclusive jurisdiction of the Courts at Noida and the writ jurisdiction of Hon'ble High Court of Uttar Pradesh.

27. TRANSFER AND SUB-LETTING

The Contractor shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the IAHE.

28. SUBMITTALS REQUIRED AFTER AWARD OF CONTRACT

- 28.1 Within seven days of the effective date of contract the contractor shall provide three copies of an outline program of production, inspection, testing, delivery, survey, erection, pre-commissioning and commissioning in chart form. Included in the program will be the detailed schedule of drawing to be submitted.
- 28.2 The periodic progress report as required by the IAHE shall be submitted by the contractor as per the format prescribed by the Engineer in Charge.

29. DRAWINGS

Within 7 days of contract commencement the contractor shall submit, for approval by the Engineer in Charge, a schedule of the drawings to be produced. The schedule shall also provide a program of drawing submission, for approval by the Engineer in Charge. All drawings and design should be submitted to Engineer-In-Charge within the period specified above.

30. APPROVAL PROCEDURE OF SUB VENDORS & DRAWINGS OF BOUGHT OUT MATERIALS

- 30.1 The contractor shall submit all drawings, documents and type test reports, QAP, Name of Sub vendor, samples (as applicable) etc, to the engineer in charge within 7 days of award of LOA for approval. If modifications to be made if such are deemed necessary, the contractor has to resubmit them for approval without delaying the initial deliveries or completion of the contract work.
- 30.2 Three copies of all drawings, GTP, QAP shall be submitted for approval and three copies for any subsequent revision.
- 30.3 If the drawings are as per the technical specifications, the competent authority of the Purchaser will return the drawings & documents to the contractor marked with "Approved" stamp.

31. TAKING OVER

- 31.1 Upon successful completion of all the tests to be performed at site on equipment / materials supplied, erected and commissioned by the contractor, the supply engineer shall issue to the

contractor a taking over certificate as a proof of the final acceptance of the equipment / materials on a written request within 10 days of commercial operation. Such certificate shall not be un-reasonably withheld nor will the engineer delay the issuance thereof on account of minor omission or defects, which do not affect the commercial operation and / or cause any serious to the equipment/material. A conditional Taking over Certificate can be issued if any minor omission or defects pointed by the Engineer- in-Charge/Supervising Officer/Electrical Inspector. The Contractor should rectify those defects within a month of conditional T.O.C failing which IAHE will rectify those by replacing those materials or engaging other agencies. The amount so involved will be fully recovered from the Contractor's bill. Such certificate shall, however, not relieve the contractor of any of his obligations which otherwise survive by the terms & conditions of the contract after issuance of such certificate.

- 31.2 For the satisfaction of IAHE about quality, the IAHE shall have unreserved right for arrangement of testing of equipment/ materials and the complete system independently by self or any other agency chosen by the IAHE. The contractor is expected to agree and extend necessary help during such test if necessary.
32. The Contractor, its successor and assignee shall indemnify the IAHE, its successor and assignee from all current & future liabilities that may arise out of Turn Key Contract(s) entered into between the IAHE & the Contractor.

BID PROPOSAL LETTER

Supply & Erection of LT Panel and Development of two Charging Stations (40kw each) of Electric Vehicle at IAHE Campus, Noida

Bidder's Name and Address:

(in case of JV/Consortium, Name of JV/Consortium) Bid

Proposal Reference:

Person to be contacted:

Designation:

Telephone No. :

E-mail:

Fax No. :

To,

ADG & Director

Indian Academy of Highway Engineers

A-5, Sector-62, Institutional Area, Noida (UP)-201 301

Email:- director.iahe@gmail.com

Dear Sir,

We the undersigned bidder have read and examined the detailed specification and bidding documents and do herewith submit our bid for supply, installation of LT Panel & Development of two Charging Stations (40Kw each).

We declare the following:

1. PRICES AND VALIDITY:

- 1.1 All the prices and price components stated in our bid proposal are firm and not subject to any price adjustment, in line with the bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 days from the date of opening of the bids. We further declare that prices stated in our proposal are in accordance with "Instructions to Bidders" of bidding documents.
- 1.2 We do hereby confirm that our bid prices as quoted in attached Schedules include all import duties and levies including license fees lawfully payable by us on imported items and other taxes, duties and levies applicable on bought- out components, materials, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
- 1.3 We confirm that, in our Bid Price, we have considered service tax in line with lawful prevalent practice.
- 1.4 Price components of various items are indicated in the B.O.Q. for the respective works.
- 1.5 We further declare that while quoting the price, the due credit under MODVAT scheme, re-christened as CENVAT scheme, as per relevant Government policies wherever applicable, have been taken into account.

information for qualification requirements. In case you require any further information in this regard, we agree to furnish the same in time.

8. DEVIATIONS

8.1 We declare that the contract shall be executed strictly in accordance with the specifications and documents except for the variations and deviations all of which have been detailed out exhaustively in the following schedules, irrespective of whatever has been stated to the contrary anywhere else in our proposal.

a) Commercial Deviations Schedule

b) Cost of withdrawal of Deviations on Critical

c) Technical Deviation Schedule

8.2 We confirm that specified stipulation of following critical clauses is acceptable to us and no deviations/exceptions are taken on any account whatsoever in the following clauses:

- (a) Payment Terms :
- (b) Bid Guarantee :
- (c) Contract Performance Guarantee :
- (d) Liquidated Damages for delay :
- (e) Prices and Price Adjustment :
- (f) Guarantee / Warrantees
- (g) Additional performance Security. :

8.3 Further, we agree that the additional conditions, deviations, if any, found in our bid proposal documents other than those stated in attached Deviation Schedules, save that pertaining to any rebates offered, shall not be given effect to.

9.0 ADDITIONAL INFORMATION

We have included with this proposal additional information listed. We further confirm that such additional information does not imply any additional deviation beyond those covered in appropriate schedules and in case of any contradiction between these additional information and other provisions of Bid, the latter prevail.

10.0 GURANTEE DECLARATION

We guarantee that the equipment offered shall meet the rating and performance requirements stipulated in this specification. The Guarantee Declaration which shall attract levy of liquidated damages for non-performance is indicated in the relevant schedule.

11.0 BOUGHT-OUT AND SUB-CONTRACTED ITEM

We are furnishing herewith at appropriate Schedule, the detail of all major item of supply, amounting to more than 10% of our Bid Price, which were propose subletting giving detail of the name of sub-contractor/sub-vendor and quantity for each item.

12.0 WORK SCHEDULE

If this proposal is accepted by you, we agree to submit engineering data, provide services and complete the entire work from time to time, in accordance with schedule indicated in the proposal. We fully understand that the time schedule stipulated in this proposal is the essence of the contract, if awarded. The completion schedule of the various major key phases of the work is indicated in the designated schedule.

13.0 CONTRACT PERFORMANCE GUARANTEE

We further agree that if our Bid is accepted we shall provide an irrevocable Bank guarantee towards Contract Performance Guarantee, of value equivalent to ten percent (10%) of the Contract Price initially/ 5% of total contract value for local MSEs valid up to the end of ninety

(90) days after the end of the contract warranty period in the form of Bank Guarantee in your favour within 15 (fifteen) days from the date of “Notice of Award of Contract” and enter into a formal agreement with you immediately thereafter.

Dated thisday of 20.....

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory) Name

..... Designation

.....

Seal of the company.....

Date :

Place :

(Written power of Attorney of all signatories of the bid to commit the Bidder must be enclosed with the Bid. In case of joint venture, the written Power of Attorney of all signatories from respective partners must be enclosed with the Bid. .

*** Applicable case of a Bid from Joint Venture of Firms. Further, the Bid must be signed by each partner of the Joint venture.

DECLARATION FORM

To,
ADG & Director
Indian Academy of Highway Engineers
A-5, Sector-62, Institutional Area, Noida (UP)-201 301
Email:- director.iahe@gmail.com

Sir,

Having examined the above specifications together with the Tender terms and conditions referred to therein

1 – I / We the undersigned do hereby offer to execute the contract covered there on in complete shape in all respects as per the rules entered in the attached contract schedule of prices in the tender.

2 – I / We do hereby under take to have executed the contract within the time specified in the tender.

3 – I / We do hereby guarantee the technical particulars given in the tender supported with necessary reports from concerned authorities.

4 – I / We do hereby certify to have purchased a copy of the tender specifications by remitting Cash / Demand draft & this has been duly acknowledged by you in your letter No.....Dt.....

5 – I / We do hereby agree to furnish the composite Bank Guarantee in the manner specified / acceptable by IAHE (as the case may be) & for the sum as applicable to me / us as per clause No.13 of Annexure -V of this specification within fifteen days of issue of Letter of intent Work Order , in the event of Work order being decided in my / us favour , failing which I / We clearly understand that the said LOI / W.O. shall be liable to be withdrawn by the IAHE.

Signed this.....Day of20...

Yours faithfully

(Signature of Bidder with Seal of Company)

ADDITIONAL INFORMATION

Bidder's Name & Address

To,
ADG & Director
Indian Academy of Highway Engineers
A-5, Sector-62, Institutional Area, Noida (UP)-201 301
Email:- director.iahe@gmail.com

Dear Sirs,

We have enclosed with our proposal the following additional information for the work

Sl. No	Brief description of Information	Ref.& Page No.

Date: (Signature)

Place: (Printed Name)

(Designation) (Common Seal)

Note: Continuation sheets, of like size and format, may be used as per Bidder's requirements and annexed to this Schedule.

WORK COMPLETION SCHEDULE

Bidder's Name & Address

To,
ADG & Director
Indian Academy of Highway Engineers
A-5, Sector-62, Institutional Area, Noida (UP)-201 301
Email:- director.iahe@gmail.com

Dear Sir,

We hereby declare that the following Work Completion Schedule shall be followed by us for the purpose of the work.

Sl. No	Description of Work	Period in Months(from the date of LOA)
1	Completion of detailed engineering	
2	Procurement of raw materials	
3	Establishment of site offices	
4	Erection	

(a) Commencement

(b) Completion

5 Testing & Pre-commissioning

(a) Commencement

(b) Completion

6. Commissioning

Date:

Signature:

Place:

(Printed Name:

(Designation)

(Common Seal)

CHECK LIST

Bidder's Name & Address

To,
 ADG & Director
 Indian Academy of Highway Engineers
 A-5, Sector-62, Institutional Area, Noida (UP)-201 301
 Email:- director.iahe@gmail.com

Dear Sir,

Sl. No.	Item Description	Status of the Submission of data	Remarks
1	2	3	4
1.	Bid Guarantee	Yes /No	If yes please give details No, amount, validity & date of issue.
2.	Qualifying Data	Yes /No	
3.	Commercial Deviation	Yes /No	
4.	Technical Deviation	Yes /No	
5.	Cost of withdrawn of deviations	Yes /No	
6.	Bid validity	Yes /No	If yes state here the period.
7.	Period of completion	Yes/No	If, yes please state here the period of completion.
8.	Additional information offered by bidder		State here briefly

N.B.: The contents of this schedule will be read out during opening of Part-I Bid...... **Signature of Bidder Date & Seal:**

N.B:

1. The bid guarantee one original and one copy shall be furnished in two separate sealed envelopes appropriately superscribed thereon.
2. All Schedules pertaining to prices (originals) shall be furnished in a sealed envelope duly superscribed thereon. Similarly one set of copies of such schedules shall be given in a separate sealed envelope (these are not to be opened during opening of Part –I).
3. All other schedules, one set original and another copy shall be submitted in two separate sealed envelope (these are to be opened during Part –I bid opening)

Date: (Signature)

Place: (Printed Name)

(Designation) (Common Seal)

SELF DECLARATION FORM

Name of the IAHE/Purchaser:-----

Tender Notice No:-----

Sir,

1. I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material / equipments or in the performance of the contract entrusted to us in any of the Electricity Utilities of India.
2. In the event of any such information pertaining to the aforesaid matter, found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the IAHE /purchaser.

Place- Date-

Yours faithfully,

Signature of the bidder

With seal

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid.)